LAW OFFICES OF SOOK H. LEE Sook H. Lee (SBN 162307) 6565 N. MacArthur Blvd., Suite 225 Irving, Texas 75039 Tel: 214-918-7431 Fax: 214-624-5101 2 3 Email: sook.lee@shllaw.net 4 5 Attorneys for Plaintiff YOU FIRST EXPRESS, INC. 6 7 UNITED STATES DISTRICT COURT 8 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION 9 10 11 YOU FIRST EXPRESS, INC., a California) Case No.: 12 corporation, 13 **COMPLAINT FOR DAMAGES** Plaintiff. BREACH OF CONTRACT; 14 VS. PROMISSORY ESTOPPEL; PROMISSORY FRAUD; AND COMMON COUNTS 15 KUMHO TIRE U.S.A., INC., a Georgia 16 corporation; WOO-HYUN JUNG, an individual, 17 18 Defendants. 19 20 21 Plaintiff You First Express, Inc. alleges: 22 I. 23 JURISDICTION AND VENUE 24 This Court has subject matter jurisdiction over this action pursuant to 28 1. 25 U.S.C. §1332(a)(1) because this action involves citizens of different states and the 26 matter in controversy exceeds \$75,000, exclusive of interest and costs. 27

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Venue is proper in the Central District of California pursuant to 28 U.S.C. 2. §1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district.

II.

PARTIES

- Plaintiff You First Express, Inc. ("YFE") is a California corporation with 3. its principal place of business, located at 31244 Palos Verdes Dr. West Suite 203, Rancho Palos Verdes, California 90275. Plaintiff YFE is a property broker, licensed by the Federal Motor Carrier Safety Administration, and arranges motor carriers to transport loaded or empty containers. Plaintiff YFE brings this action on its own behalf and on behalf of all others having any interests in the recovery of plaintiff's claim against the defendants.
- 4. Plaintiff is informed and believes, and on that basis alleges, that defendant Kumho Tire U.S.A., Inc. ("Kumho") is a Georgia corporation with its principal place of business, located at 133 Peachtree Street NE Suite 2800, Atlanta, Georgia 30303. Kumho imports and distributes tires in the U.S.A.
- Plaintiff is informed and believes, and on that basis alleges, that defendant 5. Woo-Hyun Jung ("Jung") is and, at all times relevant hereto, was an adult individual, residing in Georgia, and employed by defendant Kumho as Director of Logistics.

III.

FIRST CLAIM FOR RELIEF

(Breach of Contract against Kumho)

- 6. Plaintiff realleges and incorporates by reference paragraphs 1 through 5 of this Complaint.
- 7. During the period from July 26, 2023 to August 17, 2023, through its agent Zariz Transport Inc., Kumho contracted plaintiff YFE to transport its imported merchandize ("Goods") from the Port of Los Angeles to Kumho's warehouses, located in Shafter, California, Rancho Cucamonga, California, and Ontario, California.

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- 8. Plaintiff YFE performed its obligations under the agreement by arranging a motor carrier, Grand Canyon Logistics, Inc. to pick up the Goods from the Port of Los Angeles, deliver them to Kumho's warehouses and return the empty containers to the designated location(s). After the Goods were delivered to Kumho, plaintiff issued the invoices in the total amount of \$80,731.25 to Zariz who was acting as Kumho's agent. The invoices were due 15 days from the invoice dates. A copy of the statement of account, dated September 12, 2023 is attached hereto as Exhibit A.
- 9. Defendant Kumho materially breached the contract by failing to or cause Zaria to pay for the invoices.
- 10. As a result of the defendants' failure to pay the invoices, plaintiff and those on whose behalf it sues have been damaged in the sum of \$80,731.25, plus interest and costs, no part of which has been paid by defendants despite demands therefore.

IV.

SECOND CLAIM FOR RELIEF

(Promissory Estoppel against Kumho and Jung)

- 11. Plaintiff realleges and incorporates by reference paragraphs 1 through 10 of this Complaint.
- 12. Under the doctrine of promissory estoppel, "a promise which the promisor should reasonably expect to induce action or forbearance on the part of the promisee or a third party and which does induce such action or forbearance is binding if injustice can be avoided only by enforcement of the promise." <u>Toscano v. Greene Music</u>, 124 Cal.App.4th 685, 692 (Cal.Ct.App.2004).
- 13. On or before August 22, 2023, plaintiff notified Kumho that it was holding five loaded containers due to the non-payment of outstanding freight charges by Zariz and Kumho. Such withholding of goods by a carrier was authorized by <u>California</u> Commercial Code §7307 which grants a carrier a lien on the goods covered by a bill of lading in its possession for charges for storage or transportation.

- 14. On or about September 11, 2023, defendant Jung, who was Director of Logistics for Kumho, sent an email to the plaintiff YFE in order to induce YFE to release and deliver the five containers. A true and correct copy of the email is attached hereto as Exhibit B. In that email, defendant Jung requested YFE to "move the containers ASAP," and promised that "One way [or] the other we will pay directly to you or via Zariz. **We will assure you get paid**." [emphasis added.] Defendant Jung also requested YFE to provide its W-9 and bank information. Defendant Jung made these promises and assurance on behalf of Kumho as Kumho's Director of Logistics.
- 15. Plaintiff YFE replied upon defendants' promise to pay the outstanding freight charges or assurance to have the plaintiff get paid when plaintiff YFE arranged to deliver the five containers to Kumho's warehouse, thereby relinquishing its carrier's lien.
- 16. Defendants Kumho and Jung have never kept the promise to pay the outstanding freight charges or performed the assurance that plaintiff YFE would get paid.
- 17. As a direct and proximate result of the defendants' failure to keep their promise or perform their assurance, plaintiff YFE and those on whose behalf it sues have been damages in the sum of \$80,731.25, plus interest and costs, no part of which has been paid by defendants despite numerous demands therefore.

V.

THIRD CLAIM FOR RELIEF

(Promissory Fraud against Kumho and Jung)

- 18. Plaintiff realleges and incorporates by reference paragraphs 1 through 17 of this Complaint.
- 19. Promissory fraud is "[a] promise, made without any intention of performing it." <u>Cal. Civ. Code</u> §1710(4).

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- 20. The promise and assurance made by the defendants to the plaintiff YFE regarding the payment of the outstanding freight charges were false and without any intention to perform the promise or the assurance.
- 21. Defendants intentionally and/or recklessly made the promise and assurance in order to induce the plaintiff to release and deliver the five loaded containers and relinquish the statutory lien right on the goods.
- 22. Plaintiff was unaware of the falsity of the defendant's promise and assurance and was justified in acting in reliance upon the promise when it delivered the five loaded containers to Kumho and relinquished its lien on the goods.
- 23. As a direct and proximate result of the defendants' failure to keep their promise or assurance, plaintiff YFE and those on whose behalf it sues have been damages in the sum of \$80,731.25, plus interest and costs, no part of which has been paid by defendants despite numerous demands therefore.

VI.

FOURTH CLAIM FOR RELIEF

(Common Counts against Kumho)

- 24. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 of this Complaint.
- 25. Defendant Kumho became indebted to the plaintiff within the last four years for work, labor, services and materials rendered at the request of the defendant Kumho through its agent Zariz and for which the defendant promised to pay plaintiff the freight invoices in the total sum of \$80,731.25.
- 26. Defendant Kumho has refused and continues to refuse to pay the freight charges for transportation services and other related services for its Goods rendered by the plaintiff in the total amount of \$80,731.25, plus interest and costs, no part of which has been paid by defendant despite plaintiff's numerous demands therefore.

- 5 -

WHEREFORE, plaintiff You First Express, Inc. prays for judgment: For damages in the principal amount of \$80,731.25 against defendants 1. Kumho Tire U.S.A., Inc. and Woo-Hyun Jung, jointly and severally; For prejudgment interest accrued from September 12, 2023; 2. For the cost of suit herein; and 3. For such other and further relief as this Court deems just and proper; 4. Dated: January 17, 2024 LAW OFFICES OF SOOK H. LEE /s/ Sook H. Lee By: Sook H. Lee Attorneys for Plaintiff You First Express, Inc.

EXHIBIT A

? 36% **☞**





Question:

Can a trucking broker demand payment from the original contractor if the trucking company does not make payment?

Answer:

Yes, a trucking broker can demand payment from the original contractor if the trucking company does not make payment. In the United States, a trucking broker is a contractor who acts as an intermediary between the original contractor and the trucking company. The trucking broker receives the shipment from the original contractor and then contracts with the trucking company to transport the shipment. Once the shipment is completed, the trucking broker is entitled to be paid by the original contractor.

In your case, your company, YF, received the shipment from Zariz and then contracted with Granados to transport the shipment. The shipment was completed, but Zariz did not pay YF. Since Zariz did not pay YF, YF can demand payment from the original contractor, Kumho Tire.

Of course, Kumho Tire is not in a direct contractual relationship with YF. Therefore, YF must prove the following in order to demand payment from Kumho Tire:

There is a transportation

Bard 사용해 보기

YF and Zariz, and under that

Best regards,

Gilbert (Kyu.W) Choi/CEO

Sent from Gmail Mobile

[Quoted text hidden]

Cc: "gilbert@yfe21.com" <gilbert@yfe21.com>, "Heather (Saet Byul) Mo" <sbmo@kumhotireusa.com>, Taejung Yoon <tjyoon@kumhotireusa.com>, "Ken (Doseob) Kim" <dskim@kumhotireusa.com>, Seunggi Baek <sbaek@kumhotireusa.com>, Woohyun Jung <WJung@kumhotireusa.com>

Dear YFE Team

First of all, I am sorry about the payment delay issue from Zariz.

Can you provide the list of containers and provide payment amt? I will take to Zariz about the payment issue today, if we can not resolve we will pay directly to your company

In the meanwhile, can you provide W9, bank information (official bank letter)

Please help us move the containers ASAP .. One way the other we will pay directly to you or via Zariz.. We will assure you get paid.

Heather/Inrak/Baek

Please check the current lane what Zariz handle, start pull out if we can resolve this issue.. We might have to hold payment also



Image result for nba logo

The Official Tire of NBA

Woo-Hyun Jung | Director of Logistics | Kumho Tire USA

133 Peachtree St. NE Suite 2800 Atlanta, GA 30303 Wjung@KumhoTireUSA.com | http://www.kumhotireusa.com/
Ph +1 786 575 9104(Cell) | 678-916-3345 (Office)



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From: Luke Suzuki < luke@yfe21.com> Sent: Tuesday, August 22, 2023 7:59 PM

To: Heather (Saet Byul) Mo <sbmo@kumhotireusa.com>; ZZ.Sey June Park <SPark@kumhotireusa.com>; Jae Hun Um

<Jum@kumhotireusa.com>

Cc: Gilbert Choi(YFE) <gilbert@yfe21.com>

Subject: Kumho Container Imports - Shafner, CA / Rancho Cucamonga, CA / Ontario, CA

Hi Heather,

EXHIBIT B

31244 Palos Verdes Dr. West Suite 203 Rancho Palos Verdes, CA 90275 +1 3107075707 acct@yfe21.com





Statement

TO DATE: 9/12/2023 Sarah Lund TOTAL DUE: \$80,731.25

Zariz Transport Inc.

7601 N Federal Hwy Ste 230B Boca Raton, FL 33487-1668 USA

Date	Transactio n Type	No.	Customer Ref #	Due Date	Past Due	Amount	Open Balance
07/26/2023	Invoice	YFINV-19461	SGN1874139	08/10/2023	33	1,025.00	1,025.00
07/26/2023	Invoice	YFINV-19462	SGN1874139	08/10/2023	33	1,025.00	1,025.00
07/26/2023	Invoice	YFINV-19463	SGN1874139	08/10/2023	33	1,025.00	1,025.00
07/31/2023	Invoice	YFINV-19464	SGN1874139	08/15/2023	28	1,000.00	1,000.00
07/31/2023	Invoice	YFINV-19465	SGN1874139	08/15/2023	28	1,225.00	1,225.00
08/01/2023	Invoice	YFINV-19468	MAEU228179682	08/16/2023	27	1,075.00	1,075.00
08/01/2023	Invoice	YFINV-19469	MAEU228179682	08/16/2023	27	1,075.00	1,075.00
08/01/2023	Invoice	YFINV-19471	MAEU228179682	08/16/2023	27	1,100.00	1,100.00
08/01/2023	Invoice	YFINV-19472	MAEU228179682	08/16/2023	27	1,100.00	1,100.00
08/01/2023	Invoice	YFINV-19470	MAEU228179682	08/16/2023	27	1,325.00	1,325.00
08/01/2023	Invoice	YFINV-19467	MAEU228179682	08/16/2023	27	1,075.00	1,075.00
08/01/2023	Invoice	YFINV-19473	SGN1874139	08/16/2023	27	1,100.00	1,100.00
08/08/2023	Invoice	YFINV-19476	SGN1874139	08/23/2023	20	1,150.00	1,150.00
08/08/2023	Invoice	YFINV-19475	SGN1874139 TRHU4171206/TSXZ40	08/23/2023	20	1,243.75	1,243.75
08/09/2023	Invoice	YFINV-19481	6840 BSIU9695328/	08/24/2023	19	450.00	450.00
08/09/2023	Invoice	YFINV-19482	TSXZ489416	08/24/2023	19	450.00	450.00
08/09/2023	Invoice	YFINV-19490	CMDUSGN1875748	08/24/2023	19	1,075.00	1,075.00
08/09/2023	Invoice	YFINV-19479	CMDUSGN1875748	08/24/2023	19	1,175.00	1,175.00
08/09/2023	Invoice	YFINV-19480	SGN1874139	08/24/2023	19	1,200.00	1,200.00
08/09/2023	Invoice	YFINV-19485	MAEU228179682	08/24/2023	19	1,250.00	1,250.00
08/09/2023	Invoice	YFINV-19487	MAEU228179682	08/24/2023	19	1,250.00	1,250.00
08/09/2023	Invoice	YFINV-19488	MAEU228179682	08/24/2023	19	1,250.00	1,250.00
08/09/2023	Invoice	YFINV-19489	MAEU228179682	08/24/2023	19	1,250.00	1,250.00
08/09/2023	Invoice	YFINV-19486	MAEU228179682	08/24/2023	19	1,275.00	1,275.00
08/10/2023	Invoice	YFINV-19491	0187 CMAU7790160/	08/25/2023	18	450.00	450.00
08/10/2023	Invoice	YFINV-19492	HDMZ411286 CAIU9429430/TSXZ41	08/25/2023	18	450.00	450.00
08/10/2023	Invoice	YFINV-19493	7429 NYKU4842460/MSCZ4	08/25/2023	18	450.00	450.00
08/10/2023	Invoice	YFINV-19494	50835 CMAU6206945/FLXZ4	08/25/2023	18	450.00	450.00
08/10/2023	Invoice	YFINV-19495	33806	08/25/2023	18	450.00	450.00

31244 Palos Verdes Dr. West Suite 203 Rancho Palos Verdes, CA 90275 +1 3107075707 acct@yfe21.com





Statement

TO DATE: 9/12/2023
Sarah Lund TOTAL DUE: \$80,731.25

Zariz Transport Inc.

7601 N Federal Hwy Ste 230B Boca Raton, FL 33487-1668 USA

Date	Transactio n Type	No.	Customer Ref #	Due Date	Past Due	Amount	Open Balance
			TLLU5687154/APMZ41				
08/10/2023	Invoice	YFINV-19496	4820	08/25/2023	18	450.00	450.00
			NYKU0845497/MSCZ4				
08/10/2023	Invoice	YFINV-19497	52879	08/25/2023	18	450.00	450.00
			GCXU5398754/MSCZ4				
08/10/2023	Invoice	YFINV-19498	53720	08/25/2023	18	450.00	450.00
2 2			FSCU8570333/TSXZ42	0 100			
08/10/2023	Invoice	YFINV-19499	3397	08/25/2023	18	450.00	450.00
	0.0		CMAU7701270/TSXZ4		22	002120	10.22.12.12
08/10/2023	Invoice	YFINV-19500	88371	08/25/2023	18	450.00	450.00
	2 2		CMAU4817170/TSXZ4		122		
08/10/2023	Invoice	YFINV-19501	05303	08/25/2023	18	450.00	450.00
00/10/2022		VEINIV 10500	KKFU8070609/FLXZ42	00/05/0000	40	450.00	450.00
08/10/2023	Invoice	YFINV-19502	9260	08/25/2023	18	450.00	450.00
00/10/2022	la catal	VEINIV 10503	FFAU2099739/OESZ80 3734	00/25/2022	18	450.00	450.00
08/10/2023	Invoice	YFINV-19503		08/25/2023	10	450.00	450.00
00/10/2022	Invesion	YFINV-19504	EMCU8771932/EMCZ	00/25/2022	18	450.00	450.00
08/10/2023	Invoice	TFINV-19304	5415227 TGBU7152973/TSXZ49	08/25/2023	10	450.00	450.00
08/10/2023	Invoice	YFINV-19505	8961	08/25/2023	18	450.00	450.00
00/10/2023	mvoice	111147 15505	OOLU8724680/FVKZ1	00/25/2025	10	450.00	430.00
08/10/2023	Invoice	YFINV-19506	01272	08/25/2023	18	450.00	450.00
00, 10, 2020	mvoice	11111 25500	PONU8259781/TSXZ4	00/25/2020	10	150.00	130.00
08/10/2023	Invoice	YFINV-19507	23188	08/25/2023	18	450.00	450.00
,,			CMAU7821682/CCLZ4	,,			
08/10/2023	Invoice	YFINV-19508	00956	08/25/2023	18	450.00	450.00
			TCNU6849942/TSXZ41				
08/10/2023	Invoice	YFINV-19509	9587	08/25/2023	18	450.00	450.00
			TCLU8209952/GACZ40				
08/10/2023	Invoice	YFINV-19510	5696	08/25/2023	18	450.00	450.00
			TEMU8404787/TSXZ4				
08/10/2023	Invoice	YFINV-19511	87653	08/25/2023	18	450.00	450.00
			CAAU5010546/HDMZ				
08/10/2023	Invoice	YFINV-19512	409221	08/25/2023	18	450.00	450.00
			TCNU1999770/DCYZ4				
08/10/2023	Invoice	YFINV-19513	41269	08/25/2023	18	450.00	450.00
			BEAU5203775/TSXZ41				
08/10/2023	Invoice	YFINV-19514	3831	08/25/2023	18	450.00	450.00
			TXGU7238302/TSXZ48			-	
08/10/2023	Invoice	YFINV-19515	3743	08/25/2023	18	450.00	450.00
			TCKU7610578/HDMZ4				
08/10/2023	Invoice	YFINV-19516	03446	08/25/2023	18	450.00	450.00

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Statement

TO DATE: 9/12/2023 Sarah Lund TOTAL DUE: \$80,731.25

Zariz Transport Inc.

7601 N Federal Hwy Ste 230B Boca Raton, FL 33487-1668 USA

Date	Transactio n Type	No.	Customer Ref#	Due Date	Past Due	Amount	Open Balance
	er material		NYKU4978395/FLKZ60				
08/10/2023	Invoice	YFINV-19517	0541 TGCU5303009/TSXZ41	08/25/2023	18	450.00	450.00
08/10/2023	Invoice	YFINV-19518	7318	08/25/2023	18	450.00	450.00
08/11/2023	Invoice	YFINV-19519	CMDUSGN1875748	08/26/2023	17	975.00	975.00
08/11/2023	Invoice	YFINV-19520	COSU6358908250	08/26/2023	17	1,325.00	1,325.00
08/14/2023	Invoice	YFINV-19521	CMDUSGN1875748	08/29/2023	14	450.00	450.00
08/15/2023	Invoice	YFINV-19525	MAEU228179682 CMAU6449740 /	08/30/2023	13	450.00	450.00
08/15/2023	Invoice	YFINV-19526	MSCZ43877	08/30/2023	13	450.00	450.00
08/15/2023	Invoice	YFINV-19523	CMDUSGN1875748	08/30/2023	13	1,100.00	1,100.00
08/15/2023	Invoice	YFINV-19524	CMDUSGN1875748 CMAU7856272 /	08/30/2023	13	1,175.00	1,175.00
08/30/2023	Invoice	YFINV-19558	FHCZ046695 OOCU7432352 /	08/30/2023	13	450.00	450.00
08/30/2023	Invoice	YFINV-19559	NGLT900900 HMMU6420551 /	08/30/2023	13	450.00	450.00
08/30/2023	Invoice	YFINV-19560	AIMZ843651	08/30/2023	13	450.00	450.00
08/30/2023	Invoice	YFINV-19562	COSU6360225460	08/30/2023	13	1,500.00	1,500.00
08/30/2023	Invoice	YFINV-19563	COSU6360225460	08/30/2023	13	2,425.00	2,425.00
08/16/2023	Invoice	YFINV-19527	CMDUSGN1875748 UETU5177747 /	08/31/2023	12	1,000.00	1,000.00
08/17/2023	Invoice	YFINV-19528	TSXZ405128 TCKU7341946/	09/01/2023	11	450.00	450.00
08/17/2023	Invoice	YFINV-19536	FHCZ046408	09/01/2023	11	450.00	450.00
08/17/2023	Invoice	YFINV-19537	MRSU4095926 SUDU5694243 /	09/01/2023	11	450.00	450.00
08/17/2023	Invoice	YFINV-19538	TSXZ555237 TCKU6783075 /	09/01/2023	11	450.00	450.00
08/17/2023	Invoice	YFINV-19539	TSXZ436988	09/01/2023	11	450.00	450.00
08/17/2023	Invoice	YFINV-19535	COSU6360225460	09/01/2023	11	1,050.00	1,050.00
08/17/2023	Invoice	YFINV-19529	COSU6360225460	09/01/2023	11	1,075.00	1,075.00
08/17/2023	Invoice	YFINV-19534	COSU6360225460	09/01/2023	11	1,075.00	1,075.00
08/17/2023	Invoice	YFINV-19530	COSU6360225460	09/01/2023	11	1,100.00	1,100.00
08/17/2023	Invoice	YFINV-19531	COSU6360225460	09/01/2023	11	1,100.00	1,100.00
08/17/2023	Invoice	YFINV-19532	COSU6360225460	09/01/2023	11	1,100.00	1,100.00
08/17/2023	Invoice	YFINV-19541	COSU6360225460	09/01/2023	11	1,100.00	1,100.00
08/17/2023	Invoice	YFINV-19542	COSU6360225460	09/01/2023	11	1,100.00	1,100.00

31244 Palos Verdes Dr. West Suite 203 Rancho Palos Verdes, CA 90275 +1 3107075707 acct@yfe21.com





Statement

 TO
 DATE:
 9/12/2023

 Sarah Lund
 TOTAL DUE:
 \$80,731.25

Zariz Transport Inc.

7601 N Federal Hwy Ste 230B Boca Raton, FL 33487-1668 USA

Date	Transactio n Type	No.	Customer Ref #	Due Date	Past Due	Amount	Open Balance
08/17/2023	Invoice	YFINV-19540	COSU6360225460	09/01/2023	11	1,125.00	1,125.00
08/17/2023	Invoice	YFINV-19544	COSU6360225460	09/01/2023	11	1,150.00	1,150.00
08/17/2023	Invoice	YFINV-19545	COSU6360225460	09/01/2023	11	1,150.00	1,150.00
08/17/2023	Invoice	YFINV-19546	COSU6360225460	09/01/2023	11	1,150.00	1,150.00
08/17/2023	Invoice	YFINV-19543	COSU6360225460	09/01/2023	11	1,225.00	1,225.00
08/17/2023	Invoice	YFINV-19547	COSU6360225460	09/01/2023	11	1,225.00	1,225.00
08/17/2023	Invoice	YFINV-19533	COSU6360225460	09/01/2023	11	1,287.50	1,287.50
08/17/2023	Invoice	YFINV-19548	COSU6360225460	09/01/2023	11	1,325.00	1,325.00
08/17/2023	Invoice	YFINV-19549	COSU6360225460	09/01/2023	11	1,350.00	1,350.00
08/17/2023	Invoice	YFINV-19550	COSU6360225460	09/01/2023	11	1,525.00	1,525.00
08/17/2023	Invoice	YFINV-19551	COSU6360225460	09/01/2023	11	1,525.00	1,525.00
08/17/2023	Invoice	YFINV-19552	COSU6360225460	09/01/2023	11	1,525.00	1,525.00
08/17/2023	Invoice	YFINV-19553	COSU6360225460	09/01/2023	11	1,525.00	1,525.00
08/17/2023	Invoice	YFINV-19554	COSU6360225460	09/01/2023	11	1,725.00	1,725.00

Current	1-30 Days Past		61-90 Days		Amount
Due	Due	31-60 Days Past Due	Past Due	90+ Days Past Due	Due
0.00	77,656.25	3,075.00	0.00	0.00	80,731.25

Preferred Accepted Payment: Cash, Wire or ACH/Electronic Deposit.

Account Name: You First Express, Inc Bank Name: JP Morgan Chase Bank, N.A

Account Number: 596388097

Direct Deposit/ACH Payment Routing No:: **322271627** Wire Transfer (Domestic) Routing No: **021000021**

SWIFT Code: CHASUS33 (if not enough digits, please add XXX at the end, ex: CHASUS33XXX)

Bank Address: 2121 Torrance Blvd, Torrance, CA 90501

Other Forms of Receiving Payment:

Zelle (Under \$5000), Credit Card (extra 4% fee), Check*

Please make a check payable to: You First Express, Inc

NEW MAILING ADDRESS: 31244 Palos Verdes Dr. West Suite 203 Rancho Palos Verdes, CA 90275

^{*}May take 3-5 business days for check to clear.